

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Meggitt Training Systems, Inc.
296 Brogdon Road
Suwanee, Georgia 30024

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Meggitt Training Systems, Inc. (hereinafter MTSI).
2. The violations identified in this Agreement were found during a compliance evaluation of MTSI at its establishment located at 296 Brogdon Road, Suwanee, Georgia 30024 which began on January 18, 2011 and they were specified in a Notice of Violation issued November 1, 2011. OFCCP alleges that MTSI has violated Executive Order 11246, as amended and its implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by MTSI of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of MTSI's Affirmative Action Program (AAP). Subject to the performance by MTSI of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of MTSI with all OFCCP programs will be deemed resolved. However, MTSI is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. MTSI agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to MTSI's compliance. MTSI shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve MTSI from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. MTSI agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of

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signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP, indicates otherwise within 45 days of the Regional Director's signature on this Agreement.

9. If at any time in the future, OFCCP believes that MTSI has violated any portion of this Agreement during the term of this Agreement; MTSI will promptly be notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide MTSI with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that MTSI has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject MTSI to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Compensation data provided by MTSI for all employees as of January 7, 2011 revealed that MTSI provided lower compensation to (b) (7)(C) a female (b) (7)(C) than to a similarly situated male employee in the (b) (7)(C) job title. Time with MTSI, time in current job, previous and current experience, education and performance did not explain the compensation disparity. Accordingly, OFCCP finds that MTSI discriminated against one female (b) (7)(C) who was paid less than one male comparator because of gender, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Although MTSI affirms that this disparity in pay was unintentional, MTSI provided and will provide the female (b) (7)(C) a make-whole remedy, as indicated below.

On April 15, 2011, MTSI increased (b) (7)(C) annualized salary (b) (4) from (b) (4) to (b) (4) an adjustment of \$2,365.30.

MTSI will provide (b) (7)(C) with \$3,550.02 in backpay and \$108.12 in interest for a total amount of \$3,658.14. MTSI will provide (b) (7)(C) with back pay and interest in one lump sum; the lump sum will be reduced by withholdings for federal income tax, state, and/or local income tax, and FICA. MTSI will provide the Employee with an IRS Form W-2 for back pay and benefits and an IRS Form 1099 for the interest amount. MTSI will complete the execution of this financial settlement no sooner than 45 days and no later than 60 days after the District Director, OFCCP signs this Agreement.

MTSI will not retaliate, harass, or engage in any form of reprisal or other adverse action against

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the Monica England based on or in relation to the terms or provisions of this Remedy.

Within 90 days of the Regional Director's signature on this Agreement, MTSI will provide training on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to MTSI's (b) (7) (c) and to all of MTSI's employees. MTSI will update this training annually.

MTSI will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, MTSI will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

2. **VIOLATION:** Compensation data provided by MTSI for all employees as of January 7, 2011 revealed that MTSI provided lower compensation to (b) (7) (c) a Black Senior (b) (7) (c) (b) (7) (c) than to three similarly situated non-Black employees in the (b) (7) (c) job title. Time with MTSI, time in current job, previous and current experience, education and performance did not explain the compensation disparity. Accordingly, OFCCP finds that MTSI discriminated against one Black Senior (b) (7) (c) who was paid less than three non-Black comparators because of race, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although MTSI affirms that this disparity in pay was unintentional, MTSI provided and will provide the Black (b) (7) (c) with a make whole remedy, as indicated below.

On July 5, 2011, MTSI raised (b) (7) (c) salary from (b) (7) (c) to (b) (7) (c) an increase of \$4,800.14 and assigned him the position of (b) (7) (c)

MTSI will provide (b) (7) (c) with \$11,382.00 in backpay and \$453.03 in interest for a total amount of \$11,817.03. MTSI will provide (b) (7) (c) with back pay and interest in one lump sum; the lump sum will be reduced by withholdings for federal income tax, state, and/or local income tax, and FICA. MTSI will provide (b) (7) (c) with an IRS Form W-2 for back pay and benefits and an IRS Form 1099 for the interest amount. MTSI will complete the execution of this financial settlement no sooner than 45 days and no later than 60 days after the District Director, OFCCP signs this Agreement.

MTSI will not retaliate, harass, or engage in any form of reprisal or other adverse action against the Employees based on or in relation to the terms or provisions of this Remedy.

Within 90 days of the District Director's signature on this Agreement, MTSI will provide training on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to MTSI's (b) (7) (c) and to all of MTSI's employees. MTSI will update this training annually. MTSI will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, MTSI will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

FUTURE CONDUCT: MTSI will not repeat the above violations.

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PART III: Reporting

MTSI shall submit two reports, as stated below, to (b) (7) (c), Compliance Officer—Georgia, United States Department of Labor, Office of Federal Contract Compliance Programs, 61 Forsyth Street, SW, Room 17T50, Atlanta, Georgia.

The **first report** shall be due 60 days after the date on which the Regional Director, OFCCP signs this Agreement. The first report shall consist of the following information:

1. Copies of personnel forms confirming salary adjustments made to the Employees;
2. Evidence of back pay and interest monies disbursed to the Employees including copies of the cancelled checks and pay slips showing the gross amount and legal deductions;
3. Results of MTSI's review of its compensation system, to include findings, additional equity adjustments and back pay, if any; and
4. Documentation of training that MTSI provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to MTSI's employees.

The **second report** shall cover the 12-month period beginning the date on which the District Director, OFCCP signs this Agreement and shall be due 30 days after the close of that 12-month period. The second report shall consist of the following information:

The results of MTSI's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any.

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to MTSI that MTSI has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies MTSI in writing prior to the end of the 90-day period that MTSI has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between MTSI and OFCCP. This Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither MTSI nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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Part IV: Signatures

The person signing this Conciliation Agreement on behalf of Meggitt Training Systems, Inc. personally warrants he is fully authorized to do so, that Meggitt Training Systems, Inc. has entered into the Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Meggitt Training Systems, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Meggitt Training Systems, Inc.

DATE: 11-10-11

(b) (7) (c)

Jim Hall
Vice President of Administration
Meggitt Training Systems, Inc.
296 Brogdon Road
Suwanee, Georgia 30024

DATE: 11-15-11

(b) (7) (e)

Compliance Officer—Atlanta
Office of Federal Contract Compliance
Programs

DATE: 11/15/2011

(b) (7) (c)

Carolyn Hawkins-Brown
Assistant District Director—Atlanta
Office of Federal Contract Compliance
Programs

DATE: 11/15/2011

(b) (7) (c)

Sybil Shy-Demmons
District Director—Atlanta
Office of Federal Contract Compliance
Programs